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Arb.O.P.(Com.Divn.) No.537 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.10.2025

CORAM

THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

Arb.O.P.(Com.Divn.) No.537 of 2025

Mohamed Musthafa Ghani
S/o.Mr.Kareemullah Ghani
No.4, Aziz Mohamed Ghouse Syed Street
Washermenpet, Chennai – 600 021.

.... Petitioner

Vs

Tata Communications Banking Infr solutions Limited
Rep. By its Authorised Person
G-Block, Plot No.C21 & C36
Adjacent to MTNL Building
Bandra Kurla Complex, Bandra (East)
Mumbai – 400 098.

..... Respondent

Prayer : Application filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to (a) appoint a sole Arbitrator under Section 11(6) of the Arbitration and Conciliation Act. 1996 to adjudicate the disputes between the petitioner and the respondent; (b) direct the respondent to pay costs; and (c) grant such further reliefs as this Court may deem fit under the circumstances of the case.



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For Petitioner : Mr.N.Gokula Rao

For Respondent : No Appearance

ORDER

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [for brevity hereinafter referred to as the “Act”] for appointment of an Arbitrator to adjudicate the disputes between the petitioner and the respondent.

2. When the matter came up for hearing on 04.09.2025, this Court passed the following order:

“ This petition has been filed seeking to appoint a sole Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996 [for brevity 'the Act'] to adjudicate the disputes between the petitioner and the respondent.

2. The petitioner, who is the licensor, entered into a Leave and License Agreement dated 22.02.2011 with the respondent. The agreement was for a fixed term of five years. Thereafter, it was extended orally from time to time. There was a dispute between the parties and



termination notice was issued by the respondent on 01.11.2018. In spite of the same, the respondent continued to occupy the premises and was refusing to hand over possession of the property. Hence, the trigger notice under Section 21 of the Act dated 24.05.2025 was issued by the petitioner for appointment of an Arbitrator. Since the respondent did not respond for the same, the present petition has been filed.

3. Notice to the respondent returnable by 06.10.2025. Private notice is also permitted.

Post this petition on 06.10.2025. ”

3. Pursuant to the above order, notice was served on the respondent and the name of the respondent is printed in the cause-list today. There is no appearance for the respondent either in person or through counsel.

4. Heard Mr.N.Gokula Rao, learned counsel appearing for the petitioner and also perused the materials placed before this Court.

5. It is seen that there is a valid agreement between the parties in terms of Section 7 of the Act, which contains an arbitration clause. Hence, this Court is inclined to appoint a sole arbitrator.



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8. In view of the above, Mr.R.Thirumoothy, Advocate, having Office at No.166/366, Shaw Wallace Building, 3rd Floor, Thambu Chetty Street, Parrys, Chennai – 600 001, Ph.No.99622-82809, is appointed as sole Arbitrator and the Arbitrator is requested to adjudicate the arbitral dispute that were arising between the parties by holding sittings in any venue in Chennai to the convenience of all concerned and render an award. Fees of the sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC)(Administrative Cost and Arbitrator's Fees) Rules 2017.

9. This Arb. OP is disposed of in the above terms. There shall be no order as to costs.

27-10-2025

ds



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ds

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